

ORDER FOR SUPPLIES OR SERVICES (FINAL)

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1. CONTRACT NO. N00178-10-D-6124		2. DELIVERY ORDER NO. L601		3. EFFECTIVE DATE 2013 Aug 03		4. PURCH REQUEST NO. 1300371472		5. PRIORITY Unrated				
6. ISSUED BY NSWC, PORT HUENEME DIVISION 4363 Missile Way, BLDG 1217 Port Hueneme CA 93043-4307				7. ADMINISTERED BY DCMA LOS ANGELES P.O. Box 9608 Mission Hills CA 91346-9608		8. DELIVERY FOB DEST NATION OTHER (See Schedule if other)						
9. CONTRACTOR JSL Technologies, Inc. 2675 North Ventura Road, Suite 102 Port Hueneme CA 93041				10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X F BUSINESS IS X SMALL X SMALL DISADVANTAGED WOMEN-OWNED						
14. SH P TO See Section D				15. PAYMENT W LL BE MADE BY DFAS Columbus Center, West Entitlement P.O. Box 182381 Columbus OH 43218-2381		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.						
16. TYPE OF ORDER		DELIVERY/ CALL		X		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.						
		PURCHASE				Reference your furnish the following on terms specified herein.						
						ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.						
JSL Technologies, Inc. (b) (6)												
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)			
If this box is marked, supplier must sign Acceptance and return the following number of copies:												
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule												
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/SERVICES			20. QUANTITY ORDERED/ ACCEPTED *		21. UNIT		22. UNIT PRICE		23. AMOUNT	
		See Schedule										
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.					24. UNITED STATES OF AMERICA				25. TOTAL		\$4,966,955.00	
					BY: /s/David A Crouch				26. DIFFERENCES			
27a. QUANTITY N COLUMN 20 HAS BEEN												
INSPECTED		RECEIVED		ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:								
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					
e. MA L NG ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP NO.		29. D.O. VOUCHER NO.		30. INITIALS			
					PARTIAL		32. PAID BY		33. AMOUNT VERIF ED CORRECT FOR			
f. TELEPHONE		g. E-MAIL ADDRESS			FINAL							
36. I CERT FY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.					31. PAYMENT COMPLETE				34. CHECK NUMBER			
a. DATE		b. SIGNATURE AND TITLE OF CERTIFY NG OFFICER			PARTIAL				35. BILL OF LADING NO.			
					FULL							
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED		40. TOTAL CON-TA NERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.		

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC Code	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
-----	-----	-----	----	----	-----	-----	-----
4000	R425	SOW Paragraph 4.00 General Tasking (TBD)	6860.0	LH	(b) (4)	(b) (4)	(b) (4)
4001	R425	SOW Paragraph 5.00 Land Based Facility (TBD)	7840.0	LH	(b) (4)	(b) (4)	(b) (4)
4002	R425	SOW Paragraph 6.00 Shipboard Support (TBD)	8722.0	LH	(b) (4)	(b) (4)	(b) (4)
4003	R425	SOW Paragraph 7.00 Engineering and Technical Support (TBD)	39396.0	LH	(b) (4)	(b) (4)	(b) (4)
400301	R425	APPN=OPN, FED=113013, WCD=113013 (OPN)					
4004	R425	SOW Paragraph 8.00 Program Support (TBD)	7840.0	LH	(b) (4)	(b) (4)	(b) (4)

For Cost Type / NSP Items

4005	Contract Data Requirements List. Not Separately Priced (TBD). CLIN(s) 4000 - 4004 in accordance with SOW Paragraph(s) 4.00 - 8.00, CDRL(s) A002 - A022, and applicable DID(s). The Government shall have unlimited rights to all Data/Tech Data generated under this effort IAW DFARS 252.227-7013., unl ess an assertion is provided and accepted by the Government with the offer IAW DFARS 252.227-7017. The price/costs						\$0.00
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for all data/tech
data generated by
the contractor
directly or
indirectly in its
performance of
this procurement
effort is
included in the
price/costs
paid by the
Government under
CLIN(s) 4000 -
4004.

For ODC Items:

Item	PSC Code	Supplies/Services	Qty	Unit	Est. Cost
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6000	R425	ODC in support of CLINs 4000-4004 (TBD)	1.0	LO	\$548,510.00

NOTE A: LEVEL OF EFFORT

For labor items, Offerors shall propose man-hours recommended in Section B to perform requirements of the SOW provided for the period of performance in Section F. The PAYMENT OF FEE(S) (LEVEL OF EFFORT) clause applies to these items. The Government estimate is: 70,658 labor hours.

NOTE B: OTHER DIRECT COSTS

The Government estimates total ODCs for this Task Order to be as specified below:

ODC	BASE YEAR
TRAVEL	\$321,862.00
MATERIAL	\$194,500.00
TOTAL	\$516,362.00

HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

(End of Text)

HQ B-2-0007 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE

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The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

(End of Text)

HQ B-2-0009 NOTE (CDRL)

NOTE A - Offeror shall complete the "Price Group" and "Estimated Total Price" blocks of each data item on the Contract Data Requirements List(s), attached hereto.

(End of Text)

HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT – ALTERNATE 1) (NAVSEA) (MAY 2010)

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee type contracts for level of effort type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE," (FAR 52.216-10, as applicable. Such payments shall be submitted by an payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable, and shall be paid fee at the hourly rate(s) specified above per man-hour performed and invoiced. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract. In no even shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract.

NOTE

Fee paid is based on total fee dollars divided by total man-hours to be provided.

(End of Text)

HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005) (Applicable to CLINs 6000)

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

(c) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation.

(d) The Contractor shall not be reimbursed for the following daily local travel costs:

- (i) travel at U.S. Military Installations where Government transportation is available,
- (ii) travel performed for personal convenience/errands, including commuting to and from work, and
- (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

1.00 BACKGROUND

1.01 This procurement shall provide engineering support services to the Land Attack Department of the Port Hueneme Division, Naval Surface Warfare Center (PHD NSWC), Port Hueneme, California. PHD NSWC is a field activity of Naval Sea Systems Command (NAVSEA).

1.02 PHD NSWC is the designated In-Service Engineering Agent (ISEA) for the below listed combat systems, weapon systems, and ship classes, including ancillary equipment.

1.02.a Tomahawk Fire Control System and All-Up Round (AUR)

1.02.b Harpoon Ship Command Launch Control System

1.02.c Naval Fires Control System (NFCS)

1.02.d Supporting Arms Coordination Center-Automation (SACC-A)

1.02.e Gun Fire Control System including MK 34 and MK 86

1.02.f Littoral Combat Ship (LCS) Seaframe Combat System to include Total Ship Computing Environment (TSCE)

1.02.g LCS Mission Modules

1.02.h DDG-1000 Combat System

1.02.i Advanced Radars (Dual Band Radar (DBR), Air and Missile Defense Radar (AMDR))

1.02.j Coast Guard National Security Cutter and Patrol Craft Combat Systems

1.02.k MK 51 MOD 0 Gun Weapon System Munitions (LRLAP)

1.02.l Intrepid Tiger

1.03 The Land Attack Department carries out engineering, technical, logistics and leadership functions to conduct the ISEA mission. The customer organizations served by the Department include the ships of the US Navy and Coast Guard, US Navy shore activities, Foreign Military Sales (FMS), and industry partners.

2.00 SCOPE

2.01 This procurement shall provide engineering support services to the Land Attack Department's mission. Requirements are identified in the following Statement of Work (SOW) sections and are required in support of all the Land Attack Department's systems/programs identified in paragraph 1.02.

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- 2.01a Land Based Facility Support
- 2.01b Shipboard Support
- 2.01c Engineering and Technical Support
- 2.01d Program Support

2.02 Services shall be required at the contractor's facility, shore sites, land based test facilities, shipyards, and aboard ships in ports and at sea for the U.S., Allied Nations, and Foreign Military Sales customers. The ships and sites listed below are representative of the major locations at which the contractor may be required to perform the work of this procurement. This is not an exclusive list.

- 2.02a TICONDEROGA (CG 47) Class Cruisers
- 2.02b ARLEIGH BURKE (DDG 51) Class Destroyers
- 2.02c FREEDOM (LCS 1) and INDEPENDENCE (LCS 2) Class littoral combatants
- 2.02d ZUMWALT (DDG 1000) Class destroyers
- 2.02e Future Surface Combatant
- 2.02f BERTHOLF (WMSL 750) Class Coast Guard cutters
- 2.02g Future Integrated Deepwater Project Coast Guard cutters
- 2.02h Guided Missile Submarines (SSGN)
- 2.02i Amphibious Assault Class Ships (LHA/LHD)
- 2.02j Foreign Military Sales (FMS) Customer Sites and Ships
- 2.02k NSWC Port Hueneme, CA
- 2.02l Combat System Test Sites
- 2.02m Self Defense Test Ship
- 2.02n US Naval Shipyards
- 2.02o US Naval Weapon Stations
- 2.02p Shore Sites, Depots, and Training Facilities
- 2.02q US Support Facilities Overseas

3.00 SOW STRUCTURE

3.10 The SOW is structured to follow a standardized, modular format with selected text contained in designated paragraph blocks. Paragraph numbering is in ascending order but may be

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non-sequential and may skip blocks of numbers. This does not in and of itself denote missing text. Paragraphs (5.00) through (8.00) contain specific technical tasking.

3.20 The SOW is subdivided into separate subtask paragraphs. These are grouped to collect similar work and information under overall paragraph block headings as follows. Paragraph numbering is explained in paragraph (3.30) below.

Paragraph 1.00 – Background

Paragraph 2.00 – Scope

Paragraph 3.00 – SOW Structure

Paragraph 4.00 – General Tasking

Paragraph 5.00 – Land Based Facility Support

Paragraph 6.00 – Shipboard Support

Paragraph 7.00 – Engineering and Technical Support

Paragraph 8.00 – Program Support

List of Acronyms and Abbreviations

3.30 Paragraphs may exist at levels of indenture below the header paragraph sections shown above. The basic paragraph numbering format is (NN.NN), where “N” is an Arabic numeral. Major efforts and sub-tasks within the overall requirement are delineated by the two digits to the left of the decimal, with subsidiary efforts and smaller constituent sub-tasks delineated by the digits to the right of the decimal. If further sub-task description is specified beyond these digits, lower-case letters are used, followed by Arabic numerals in parentheses (e.g. 5.24a, 5.25a(1)).

3.31 Within the narrative text of the SOW, paragraph numbers cited for reference appear in parentheses and brackets: () or [].

4.00 GENERAL TASKING

4.00 The contractor shall develop a financial report. **(CDRL A020)**

4.10 The contractor shall develop a monthly status report identifying the work performed for the respective month arranged by CLIN/SLIN, task, and personnel. **(CDRL A021)**

4.20 The contractor shall develop and maintain a list identifying all personnel working under the task order, the effort each person is supporting, their security clearance, their employer, their Common Access Card (CAC) status, their location, if full time or part time, etc. **(CDRL A022)**

5.00 LAND BASED FACILITY SUPPORT

5.10 The contractor shall operate, maintain, test, troubleshoot, install, de-install, embark, debark, move, and repair equipment including hardware, cabling, and other system related items.

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The contractor shall research the current capabilities at the facilities and generate recommendations for technical improvements or enhancements. (CDRL A001)

5.11 The contractor shall install software on system and support equipment and simulators and ensure equipment/software is functioning in accordance with (IAW) the applicable documentation.

5.12 The contractor shall demonstrate the operation and maintenance of equipment, systems, and hardware to government designated personnel.

5.13 The contractor shall perform proper handling, storage, safe-guarding, and destroying of cryptographic key material and equipment IAW current EKMS policies and procedures.

5.14 The contractor shall perform troubleshooting with various test equipment (i.e. digital and analog multi-meters; oscilloscopes, logic analyzers, spectrum analyzers, and network analyzers) to determine any anomalies.

5.15 The contractor shall conduct site surveys to determine the current state of the equipment and facility in preparation for installations, upgrades, and modifications. The contractor shall document and report any discrepancies noted during the site visit. The contractor shall report any existing, potentially hazardous, and other unsafe conditions to the appropriate supervisor or authority. The contractor shall prepare a trip report, installation plan, and a site survey. **(CDRLs A003, A004, and A005)**

5.15a The contractor shall prepare a draft and final Training System Installation Plan (TSIP). **(CDRL A002)**

5.16 The contractor shall conduct research and analysis to identify and select parts that are form, fit, and function replacements for obsolete or outdated parts in preparation of an installation, upgrade, or a repair. The contractor shall acquire parts, hardware, and software components upon the COR's approval.

5.17 The contractor shall develop new and maintain existing documentation related to the layout, function, purpose, planning, execution of work in land based facilities. The contractor shall evaluate Engineering Change Proposals (ECPs), reported problems and issues, and software/hardware and other documentation to identify if it impacts the respective facility. **(CDRL A001, CDRL A016)**

5.18 In preparation for an installation or equipment removal, the contractor shall move, relocate, or dispose of light to heavy materials, equipment, objects, and debris in accordance with current safety and disposal guidance. The contractor shall move, relocate, or dispose hazardous materials in accordance with the standards under Federal Code for Regulation (CFR) Title 29 Part 1910, CFR 40 Title 40 Parts 260-263, CFR Title 49 Parts 100-185, and California Code for Regulation (CCR) Title 22 Division 4.5.

5.19 As part of an installation or upgrade of a system, the contractor shall:

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5.19a Perform replication, testing, and verification of total system functionality prior to an installation or upgrade.

5.19b Package and ship system and/or components to facility locations and dispose of material in accordance with Navy regulations at PHD NSWC's request.

5.19c Install or upgrade hardware and material.

5.19d Perform cable fabrication and installation and connectorization of system and interfaces. Perform Installation Checkout (INCO) and develop test reports for each cable. **(CDRL A006)**

5.20 The contractor shall perform the following tasks at training facilities and learning centers such as SWEF Port Hueneme, CA; CSCS Point Loma, CA; CSCS Dam Neck, VA; TTF Kings Bay, GA; TTF Bangor, WA; and Tomahawk Learning Center.

5.20a Install or upgrade hardware, perform classroom set-up, and acquire installation material (upon the COR's approval). The contractor shall perform replication, testing, and verification of total system functionality prior to an installation or upgrade.

5.20b Conduct a familiarization training session with training facility maintenance personnel after each upgrade. Upon completion, the contractor shall update the applicable Users Guide (provided as GFI). One update per year is planned for each of the six facilities. **(CDRL A007).**

6.00 SHIPBOARD SUPPORT

6.10 The contractor shall perform INCO, System Operation and Verification Test (SOVT), combat system and element level testing, combat system alignment, and Shipboard System Verifications (SSVs) onboard Navy ships in support of Ship Alterations (ShipAlts), hardware and software upgrades, and ship availabilities (CMAV, SRA, PSA, etc). The contractor shall develop a final Ship Test Report, SITREP, and a Trip Report. **(CDRLs A003, A006, and A008)**

6.10a The approximate duration of an INCO, MAT CERT, SSV may be one to four weeks. Onsite availability support could exceed twelve weeks.

6.11 The contractor shall review, develop, and update test procedures and test plans in support of INCO, SOVT, or other shipboard testing events. **(CDRL A001 and A016)**

6.12 The contractor shall develop and maintain hardware and software test procedures and other documentation associated with or required for a shipboard event. The contractor shall review documentation to ensure accuracy and adequacy and explore opportunities to implement

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cost saving initiatives and best business practices and technologies. **(CDRL A001 and A016)**

6.13 The contractor shall review INCO Anomaly Reports (IARs) and Fleet Introduction Anomaly Reports (FIARs) databases and ensure "open" IARs and FIARs are being sent for review to the appropriate individuals. The list identifying the individuals will be provided by PHD NSWC after award. Report status of IARs and FIARs to PHD NSWC via email.

6.14 The contractor shall perform on-site liaison services, attend meetings, and perform briefs to ships force and combat systems civilian personnel.

6.15 The contractor shall support an event trip (INCO, SSV, etc) or meeting by preparing and submitting security clearance documentation, preparing presentations or instructional material, and making phone calls. **(CDRL A017 and A018)**

6.16 The contractor shall operate, maintain, embark, debark, test, troubleshoot, install, de-install, move, and repair equipment including hardware, cabling, simulators, firmware, software and other system related items aboard ships in U.S. and foreign ports and at sea.

6.17 The contractor shall maintain Material Certification Check Lists (MCCLs), SSV check lists, and other testing related check lists current with information provided by PHD NSWC. **(CDRL A016)**

6.18 The contractor shall perform Alteration Installation Team (AIT) Support Services in support of ship and submarine modernization and alterations. including but not be limited to the following: NAVSEA certified trades: ship fitter, welder, electrician, cable installers certified for fiber and copper connectors, fire watch, insulation and lagging, HVAC and piping modification, cleaning and painting. Additional services required are crane and operator, rigging, forklift, truck/transportation, temporary electrical power and lighting, temporary supply and exhaust ventilation. Services are to be completed in compliance with applicable technical requirements, maintenance/modernization policy, schedule, cost, quality, and environmental/safety requirements as specified in the latest revision of Technical Specification 9090-310, NAVSEA Standard Items and the Memorandum of Agreement (MOA) with the ship's availability Naval supervising Activity (NSA).

6.18a The contractor shall develop a Plan of Action and Milestone (POA&M) that identifies all tasks required to complete an installation. The contractor shall develop
a Liaison Action Request (LAR) when changes are required to ship installation drawings (SIDs). **(CDRLs A009 and A010).**

7.00 ENGINEERING AND TECHNICAL SUPPORT

7.01 The contractor shall support data collections systems, including but not limited to the Tomahawk External Data Extraction System (TEDES) and other data collection, reduction, and analysis (DCR&A) systems by performing the following engineering and technical support:

7.01a Build and modify data collection devices (passive taps) as required to collect

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data.

- 7.01b Perform engineering analysis and evaluation for combat/weapon communications interface system requirements for all the interfaces and document the analysis.
- 7.01c Perform engineering analysis of the data accumulated through examination of the interfaces and document the analysis. The analysis and evaluation shall include but not limited to Developmental Testing and Operational Test Evaluations. **(CDRL A011)**
- 7.01d Design and modify hardware/software interface emulators and interface passive data recording equipment. Document the modifications that are incorporated. **(CDRL A012)**
- 7.01e Perform installation/operation and removal of data collection equipment as required aboard ships, submarines, naval stations, government facilities and contractor facilities (foreign and domestic) in support of mission requirements.
- 7.01f Perform analysis on software and information system program modules while sustaining the hardware and software of each system.
- 7.01g Support the design and modification of commercial and military hardware systems, software, and firmware to capture data transfer products.
- 7.02 The contractor shall support flight testing by performing the following tasks:
 - 7.02a Test Coordination - Coordinate and plan flight tests. Attend and participate in test planning meetings. Review presentations and documents for accuracy.
 - 7.02b Test Conduct - Participate in flight test pre-mission activities and events. Support the Platform Test Coordinator (PTC) with team coordination, generating event summaries and post-mission reports, ensuring test objectives are met, and providing recommendations for successful event execution based on historic events. Support the execution of test and evaluation events and training of test team personnel including the Surface Platform Test Coordinators. Training will include lessons learned from execution of past events and scenarios and casualty training.

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7.02c Post Test Support - Provide recommendations for resolution of any problems encountered. Provide lessons learned of the coordination and execution of the flight test including recommendations for improvement of the process and execution. **(CDRL A017)**

7.03 The contractor shall calibrate, test, troubleshoot and repair test equipment and tools used by PHD NSWC in support of facility, shipboard maintenance and fleet support including standard equipment such as oscilloscopes, multi meters, power meters, network analyzers, torque wrenches, connector crimp tools, etc. The contractor shall report results after an item has been calibrated or repaired. **(CDRL A013)**

7.04 The contractor shall manufacture, fabricate, and acquire items, upon COR approval, in support of equipment development, refurbishment, and production including painted or coated metal brackets and braces, tools, and obsolete electronics from resellers which require verification of usability. The contractor shall develop a procurement report identifying all items to be purchased and status of items that have been purchased. **(CDRL A014)**

7.05 The contractor shall provide personnel with subject matter expertise (SME) to perform the following:

7.05a Information Assurance (IA) for Navy systems to ensure compliance with Federal, Department of Defense (DoD) and Department of Navy (DoN) IA requirements.

Efforts include but are not limited to:

7.05a(1) Ensure appropriate IA controls are identified and support the validation of

applicable controls to facilitate obtainment of authorizations/approvals from cognizant authorities for security certification and accreditation (C&A) requirements and/or Platform Information Technology (PIT) designations and Risk Approvals (PRA).

7.05b(2) Generate, modify, and maintain IA C&A packages for Navy systems. **(CDRL A016)**

7.06 The contractor shall perform software configuration management (CM) services such as build order request data entry, software/documentation transmittal generation, software CM documentation preparation, and return receipt data entry. **(CDRL A001)**

7.07 The contractor shall perform the following Distance Support services:

7.07a Resolve problems beyond the skill and resource capabilities of the Fleet or shore activities.

7.07b Track fleet issues/problems reported via distance support using the authoritative Navy

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fleet support database.

7.07c Monitor installations (e.g. TC2S, IAVAs, OES/VPL, LPMP Patch, DTED) and provide

support to the installation teams on resolving issues encountered during an installation.

7.07d Provide inputs to the ISEA monthly metrics (CASREPs, TARs, etc.) and prepare a

status report. **(CDRL A019)**

7.08 The contractor shall prioritize the efforts of the Failure Reporting, Analysis, and Corrective Action System (FRACAS) programs for Government Furnished MSE equipment as follows (in order of priority): (1) Failure Reporting, (2) Analysis, and (3) Validate Corrective Actions. This requires SME in the FRACAS process per DBPS 076h and the DDG 100 RMA Program Plan.

7.09 The contractor shall conduct Front End Analysis (FEA) per the OPNAV approved Training Planning Process Methodology (TRPPM) and validate requisite Navy Training System Plans in accordance with the OPNAVINST 1500.76(series) and Navy Training Requirements Documentation Manual (NTRDM). This task encompasses membership on the TRPPM Advisory Board, management of the projects and process, monitoring the TRPPM reports through the review and adjudication process to reach a final approved FEA.

7.10 The contractor shall review Interactive Electronic Technical Manuals (IETMs) for accuracy of technical content and identify and recommend corrective actions to correct TM errors and resolve discrepancies. The contractor shall participate in TM working group meetings.

7.11 The contractor shall modify, update, test, and validate Software Installation Procedures (i.e., software load) and Security Procedures in support of Fleet Support efforts. **(CDRL A016)**

7.12 The contractor shall assess Combat System (CS) performance against Capabilities Development Document (CDD) and Test and Evaluation Master Plan (TEMP) requirements, assessing against supporting Measures of Effectiveness (MOEs) and Measures of Performance (MOPs) and Critical Operation Issues (COIs) for suitability impact to Key System Attributes (KSAs) and Key Performance Parameters (KPPs). The contractor shall support suitability planning, execution, analysis, and reporting phases of combat system (CS) elements. The contractor shall document/capture data required to characterize and/or evaluate system performance per the Suitability Plan. The contractor shall support system design and development and serve as a logistics interface to systems engineering working groups and teams. The contractor shall support the development/modification of Requirements/Blackout matrix (Measures of Performance). The contractor shall coordinate with other agencies the tracking of suitability issues and/or data collection to avoid redundant work/testing. The contractor shall update the Confidence Level Matrix by inputting RMA data results to build confidence (historical data) in performance of CS elements. The contractor shall provide suitability input to DT & CSSQT report(s). The contractor shall work with Program Office/RMA representatives

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to identify methods of utilizing existing data and existing/new reporting methods to assess CS performance against KPPs/KSAs on a continual basis outside of T&E events. **(CDRL A001 and A016)**

7.12a The contractor shall schedule, coordinate, and participate in Suitability Working Groups and participate in meetings impacting CSSQT scheduling, requirements, element statuses, and scenarios. The contractor shall support the development and updating of Suitability Test Plans, Charter, and Definitions Documents for DT & CSSQT. The contractor shall review Test Plan Scenarios prior to an event. The contractor shall support Test Objective (TO) development and ensure approved Suitability TOs are correctly entered in the DT & CSSQT T&E database. The contractor shall support scenario development reviews. The contractor shall modify event specific test plan (ARMS plan) and implement the plan to document/capture data required to characterize and evaluate CS system performance. The contractor shall perform RMA or ARMS data collection during at-sea DT & CSSQT events. **(CDRL A001 and A016)**

7.12b The contractor shall maintain daily logs and communicate status updates for each element or identified task to the Project Engineer (PE) and data collection coordinator. The contractor shall perform Ship Pre-Brief and review ARMS and CSSQT Teams' daily/weekly inputs for suitability issues. The contractor shall conduct crew surveys and collect and write TORs for suitability issues. The contractor shall review and comment on Data Management and Analysis Plan (DMAP) for ARMS requirements. **(CDRL A001 and A019)**

7.13 The contractor shall support all security and logistical operations (crane/forklift/transportation) needed during the test and evaluation, PDT&T, and CSSQT events. The contractor shall support development and maintenance of integrated schedules, initiate meeting invitations, reserve meeting facilities, develop agendas, produce meeting minutes, and track, follow up, and respond to action items. The contractor shall research, collect, and disseminate metric data via email. The contractor shall develop and maintain project schedules and build high level briefings representing the critical path, high level milestones, and analysis of impacts in schedule changes. The contractor shall prepare and process security clearances and travel order updates and changes for the test team and manage the office operations. The contractor shall provide technical editing, comment validation, final edits, production and distribution of T&E Test Plans. **(CDRL A017, A018, and A019)**

7.14 The contractor shall perform Test and Evaluation (T&E) program management and test planning, execution and analysis support for Development Testing (DT)/Operational Testing (OT)/Combat System Ships Qualification Trials (CSSQT)/Total Ship Survivability Test/other T&E Events in a supportive role. The contractor shall support the development of test objectives, test scenarios, test plans, test reports, white papers and briefings and develop and maintain a T&E Charter including action and milestone planning and tracking, project planning and progress tracking, program metrics establishment and tracking, EVMS, participation in designated meetings, identifying and mitigating programmatic and technical risks to testing, and communicating to the associated Integrated Product Teams (IPTs) of various ships. The contractor shall support the documentation, analysis and adjudication of Test Observation Reports (TORs) and other anomalies as well as the management of the TORs/issues database.

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The contractor shall provide leadership and support to test teams during the planning, execution, analysis, and reporting of DT/OT/CSSQT/other test events. The contractor shall develop and maintain T&E Training Plan; track and provide milestones to test executors throughout the qualification pipeline. **(CDRL A001, A019, and A023)**

7.15 The contractor shall perform technical and engineering guidance for equipment life cycle support, equipment acquisition, Ordnance Alterations (ORDALT), Engineering Change Proposals (ECPs), and system operation. Coordinate, conduct, and participate in associated meetings. **(CDRL A019)**

7.16 The contractor shall perform the following availability planning tasks:

7.16a Ensure applicable changes are included in long-term installation planning in accordance with the Navy Modernization Program (NMP) by performing alteration readiness assessment utilizing data contained in monthly schedules, Engineering Change Proposal (ECP) and SHIPALTs.

7.16b Review proposed ship work packages, authorization letters, and fielding plans for impact/changes.

7.16c Review and update Navy Data Environment Naval Modernization (NDE-NM) to ensure that all the changes are scheduled.

7.16d Submit inputs/data to Navy Management Database (NDE-NM and Afloat Master Planning System (AMPS)).

7.16e Coordinate Engineering Change Kit shipments.

7.16f Participate in installation data management and configuration meetings.

7.16g Input/review/update Regional Maintenance and Modernization Coordination Office (RMMCO) using the RMMCO Website.

7.16h Ensure/coordinate all scheduled changes are submitted to the Configuration Data Manager.

7.16i Maintain historical files and records from initial ECP review through ILS certification.

7.16j Verify database information supports change control processes.

7.16k Verify accuracy of surface combatant ship applicability, scheduling data, logistics requirements, and related changes in support of the NMP.

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7.16l Review and track proposed changes throughout the change approval process and notify the appropriate government representatives when change control information is received or discrepancies are discovered. **(CDRL A019)**

7.16m Review engineering changes, service bulletins, matrixes and ILS certifications.

7.17 The contractor shall test, inspect, evaluate, repair, and refurbish components and equipment including corrosion proofing, painting, and installing Passive Counter Measure System (PCMS) tiles. Repair shall consist of correcting discrepancies and bringing the component or equipment to its normal operational condition. Refurbishment shall bring the component or equipment to the material condition of a new unit. For each component or equipment tested, inspected, evaluated, repaired, or refurbished, the contractor shall develop an Evaluation/Repair Report documenting the identifying information (manufacturer, part number, nomenclature, NSN), serial number, discrepancies identified, corrective actions taken, and tests performed. **(CDRL A015).**

8.00 PROGRAM SUPPORT

8.10 The contractor shall perform financial management, program analysis, and data management support. Tasking will range from basic data entry functions into spreadsheets, databases, or other files to support preparation of budget submissions, estimates, spend plans, reports, and task planning. Tasking in this area is solely a support role. The contractor will not have direct fiduciary responsibilities or accountability. The Government will provide the contractor training on specific financial related software (non-Microsoft Office programs) required to perform tasks.

8.20 The contractor shall support the Land Attack Department project/program managers and technical leads including analyzing and reviewing schedules, various source documents, strategies, business plans, and program plans and in development of proposals, tactical documentation, and presentations. In addition, the contractor shall conduct project management and support the Program Office and PHD NSWC IPTs and engineering functions, with a principal focus on the Fleet Support and Systems Engineering IPT functions.

8.20a The contractor shall support the development of business plans and alternatives, business case analysis, proposals, analysis of program plans, schedules, white papers, presentations, analysis of alternatives, and POA&Ms. **(CDRL A016)**

8.20b The contractor shall respond to action items; plan, coordinate and participate in meetings, discussions, and telephone conferences; research, collect, disseminate metric data; research and draft point or white papers. **(CDRL A017)**

8.20c The contractor shall travel to attend and participate in technical, programmatic, or

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Fleet sponsored meetings in government and contractor facilities. The contractor shall
serve as a fleet representative when required.

LIST OF ACRONYMS AND ABBREVIATIONS

The following acronyms appear in this requirement or may be encountered in this solicitation or in the performance of this requirement. This is not an exhaustive list. Acronyms that may not be defined in the body of the requirement are defined here.

Acronyms and Abbreviations

ARMS	Availability, Reliability, Maintainability, Sustainability
AIT	Alteration Installation Team
C&A	Certification and Accreditation
CASREP	Casualty Report
CD	Compact Disc
CD-ROM	Compact Disc – Read-Only Memory
CDRL	Contract Data Requirements List
CM	Configuration Management
CMAV	Continuous Maintenance Availability
COB	Close of Business
COMSEC	Communications Security
CONUS	Continental United States
COR	Contracting Officer's Representative
COTS	Commercial Off-The-Shelf
CS	Combat System
CSSE	Combat System Support Equipment
CSSQT	Combat System Ship Qualification Trials
DID	Data Item Description
DISA	Defense Information Systems Agency

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DoD	Department of Defense
DoN	Department of the Navy
DT	Developmental Test
DUNS	Data Universal Numbering System
ECP	Engineering Change Proposal
EKMS	Electronic Key Management System
EMC	Electromagnetic Compatibility
EMI	Electromagnetic Interference
FMP	Fleet Modernization Program
FMS	Foreign Military Sales
FORCENET	Force Network
FY	Fiscal Year
HSI	Human Systems Integration
HVAC	Heating, Ventilation, Air Conditioning
IA	Information Assurance
IAVA	Information Assurance Vulnerability Alert
IAW	In Accordance With
IETM	Interactive Electronic Technical Manual
IFT	Integrated Flight Test
ILS	Integrated Logistics Support
INCO	Installation Checkout
IPR	In-Process Review
IPT	Integrated Product Team; Integrated Process Team
IRD	Interface Requirements Document
ISEA	In-Service Engineering Agent
KPP	Key Performance Parameters
KSA	Key System Attributes

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LCS	Littoral Combat Ship
LCM	Life Cycle Maintenance
LOA	Letter of Authorization
MATCERT	Material Certification
M&S	Modeling and Simulation
MDR	Mission Data Review
MFCS	Missile Fire Control System
MOP	Measures of Performance
MRC	Maintenance Requirement Card
MRR	Mission Readiness Review
NAVSEA	Naval Sea Systems Command
NBVC	Naval Base Ventura County
NDA	Non-Disclosure Agreement (usually referred to as a CND – which see)
NDE	Navy Data Environment
NDI	Non-Developmental Item
NFELC	Naval Facilities Expeditionary Logistics Center (formerly known as the Naval Construction Battalion Center, Port Hueneme)
NIPRNET	Non-classified Internet Protocol Router Network, renamed Unclassified but sensitive Internet Protocol Router Network
NLT	Not Less Than; Not Later Than
NMCI	Navy-Marine Corps Intranet
NMP	Navy Modernization Program
NMT	No More Than
NSWC	Naval Surface Warfare Center
PHD NSWC	Port Hueneme Division Naval Surface Warfare Center
OA	Open Architecture; Ordnance Alteration
OCONUS	Outside CONUS

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OEM	Original Equipment Manufacturer
OPSEC	Operations Security
ORDALT	Ordnance Alteration
OT	Operational Test
PDF	Portable Document Format
PE	Project Engineer
PEO IWS	Program Executive Office for Integrated Warfare Systems
PEO Ships	Program Executive Office for Ships
PO	Project Officer
POA&M	Plan of Action and Milestones
POC	Point of Contact
POP	Period of Performance
PSA	Post Shakedown Availability
PTC	Platform Test Coordinator
RFP	Request For Proposal
RM&A	Reliability, Maintainability & Availability
RMA	Reliability, Maintainability & Availability
RMMCO	Regional Maintenance and Modernization Control Office
SDP	Software Development Plan
SHIPALT	Ship Alteration
SITREP	Situation Report
SIPRNET	Secret Internet Protocol Router Network
SME	Subject Matter Expert
SOVT	Ship Operation and Verification Test
SOW	Statement of Work
SRA	Selected Restricted Availability
SSV	Shipboard System Verification

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SUPSHIP	Supervisor of Shipbuilding, Conversion and Repair, USN
TC2S	Tomahawk Command and Control System
T&E	Test and Evaluation
TO	Test Objectives
TORS	Test Observation Report System
TPOC	Technical Point of Contact
VSA	Value Stream Analysis
WCS	Weapon Control System

PHD NSWC REQUIREMENTS

CERTIFICATION OF NON-DISCLOSURE STATEMENT

Contractor shall provide to the PCO Non-Disclosure Statements (Attachment (11)) from all contractor personnel working on-site at PHD NSWC immediately upon start of work in any or all PHD NSWC buildings, including temporary buildings, highlighting gains and losses and including physical location (building) and organizational code supported. This is a mandatory and substantive requirement that shall remain effective during the lifetime of this procurement. A failure to meet this requirement may lead to the cancellation of this procurement at no cost to the government.

PHD NSWC - POST AWARD MEETING

- (a) A Post Award Meeting with the successful offeror will be conducted within 15 working days after award of the contract. The meeting will be held (TBD at contract award).
- (b) The contractor will be given at least five working days' notice prior to the date of the conference by the Contracting Officer.
- (c) The requirement for a Post Award meeting shall, in no event, constitute grounds for excusable delay by the Contractor in performance of any provisions in the contract.

WAGE DETERMINATION

The Department of Labor current Wage Determination for Ventura, California, Wage Determination (WD) No. 2005-2071 is provided as attachment (2) to the Solicitation. Compliance with the wage determination is mandatory. Include the appropriate SCA Codes for each corresponding labor categories used in your labor cost proposal.

HQ C-1-0001 ITEM(S) - DATA REQUIREMENTS (NAVSEA) (SEP 1992)

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The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s), attached hereto.

**HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE
(NAVSEA) (JUN 1994)**

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

(f) Compliance with this requirement is a material requirement of this contract.

(End of Text)

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HQ C-2-0004 ACCESS TO THE VESSEL(S) (AT) (NAVSEA) (JAN 1983)

Officers, employees and associates of other prime Contractors with the Government and their subcontractors, shall, as authorized by the Supervisor, have, at all reasonable times, admission to the plant, access to the vessel(s) where and as required, and be permitted, within the plant and on the vessel(s) required, to perform and fulfill their respective obligations to the Government. The Contractor shall make reasonable arrangements with the Government or Contractors of the Government, as shall have been identified and authorized by the Supervisor to be given admission to the plant and access to the vessel(s) for office space, work areas, storage or shop areas, or other facilities and services, necessary for the performance of the respective responsibilities involved, and reasonable to their performance.

(End of Text)

HQ C-2-0005 ACCESS TO VESSELS BY NON-U.S. CITIZENS (NAVSEA) (DEC 2005)

(a) No person not known to be a U.S. citizen shall be eligible for access to naval vessels, work sites and adjacent areas when said vessels are under construction, conversion, overhaul, or repair, except upon a finding by COMNAVSEA or his designated representative that such access should be permitted in the best interest of the United States. The Contractor shall establish procedures to comply with this requirement and NAVSEAINST 5500.3 (series) in effect on the date of this contract or agreement.

(b) If the Contractor desires to employ non-U.S. citizens in the performance of work under this contract or agreement that requires access as specified in paragraph (a) of this requirement, approval must be obtained prior to access for each contract or agreement where such access is required. To request such approval for non-U.S. citizens of friendly countries, the Contractor shall submit to the cognizant Contract Administration Office (CAO), an Access Control Plan (ACP) which shall contain as a minimum, the following information: (1) Badge or Pass oriented identification, access, and movement control system for non-U.S. citizen employees with the badge or pass to be worn or displayed on outer garments at all times while on the Contractor's facilities and when performing work aboard ship. (i) Badges must be of such design and appearance that permits easy recognition to facilitate quick and positive identification.

(ii) Access authorization and limitations for the bearer must be clearly established and in accordance with applicable security regulations and instructions. (iii) A control system, which provides rigid accountability procedures for handling lost, damaged, forgotten or no longer required badges, must be established. (iv) A badge or pass check must be performed at all points of entry to the Contractor's facilities or by a site supervisor for work performed on vessels outside the Contractor's plant. (2) Contractor's plan for ascertaining citizenship and for screening employees for security risk. (3) Data reflecting the number, nationality, and positions held by non-U.S. citizen employees, including procedures to update data as non-U.S. citizen employee data changes, and pass to cognizant CAO. (4) Contractor's plan for ensuring subcontractor compliance with the provisions of the Contractor's ACP. (5) These conditions and controls are intended to serve as guidelines representing the minimum requirements of an acceptable ACP.

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They are not meant to restrict the Contractor in any way from imposing additional controls necessary to tailor these requirements to a specific facility.

(c) To request approval for non-U.S. citizens of hostile and/or communist-controlled countries (listed in Department of Defense Industrial Security Manual, DOD 5220.22-M or available from cognizant CAO), Contractor shall include in the ACP the following employee data: name, place of birth, citizenship (if different from place of birth), date of entry to U.S., extenuating circumstances (if any) concerning immigration to U.S., number of years employed by Contractor, position, and stated intent concerning U.S. citizenship. COMNAVSEA or his designated representative will make individual determinations for desirability of access for the above group. Approval of ACP's for access of non-U.S. citizens of friendly countries will not be delayed for approval of non-U.S. citizens of hostile communist-controlled countries. Until approval is received, Contractor must deny access to vessels for employees who are non-U.S. citizens of hostile and/or communist-controlled countries.

(d) The Contractor shall fully comply with approved ACPs. Noncompliance by the Contractor or subcontractor serves to cancel any authorization previously granted, in which case the Contractor shall be precluded from the continued use of non-U.S. citizens on this contract or agreement until such time as the compliance with an approved ACP is demonstrated and upon a determination by the CAO that the Government's interests are protected. Further, the Government reserves the right to cancel previously granted authority when such cancellation is determined to be in the Government's best interest. Use of non-U.S. citizens, without an approved ACP or when a previous authorization has been canceled, will be considered a violation of security regulations. Upon confirmation by the CAO of such violation, this contract, agreement or any job order issued under this agreement may be terminated or default in accordance with the clause entitled "DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)" (FAR 52.249-8), "DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)" (FAR 52.249-9) or "TERMINATION (COST REIMBURSEMENT)" (FAR 52.249-6), as applicable.

(e) Prime Contractors have full responsibility for the proper administration of the approved ACP for all work performed under this contract or agreement, regardless of the location of the vessel, and must ensure compliance by all subcontractors, technical representatives and other persons granted access to U.S. Navy vessels, adjacent areas, and work sites.

(f) In the event the Contractor does not intend to employ non-U.S. citizens in the performance of the work under this contract, but has non-U.S. citizen employees, such employees must be precluded from access to the vessel and its work site and those shops where work on the vessel's equipment is being performed. The ACP must spell out how non-U.S. citizens are excluded from access to contract work areas. (g) The same restriction as in paragraph (f) above applies to other non-U.S. citizens who have access to the Contractor's facilities (e.g., for accomplishing facility improvements, from foreign crewed vessels within its facility, etc.)

(End of Text)

HQ C-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S)

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DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

(End of Text)

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HQ C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (MAR 2001)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal dated 07 June 2013 in response to NAVSEA Solicitation No. N00024-13-R-3301 .

(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215- 8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specification" in the order of precedence.

(End of Text)

HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA)(JUL 2000)

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would

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permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action

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required by this requirement, the Government may terminate this contract for default.

(i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

(n) Compliance with this requirement is a material requirement of this contract.

(End of Text)

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SECTION D PACKAGING AND MARKING

HQ D-1-0001 DATA PACKAGING LANGUAGE

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract. All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice. Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006.

(End of Text)

HQ D-1-0002 PACKAGING LANGUAGE (W/O MILITARY SPECIFICATIONS)

Item(s) – 6000 - The supplies furnished hereunder shall be packaged in accordance with best commercial practice.

(End of Text)

HQ D-2-0003 ADDITIONAL MARKING REQUIREMENTS FOR FMS ITEMS (NAVSEA) (SEP 1992)

(a) The following identifying marks shall appear on the outside of each box, parcel and/or crate and all shipping papers included in each shipment:

NAVY

FMS CASE

REQUISITION NO.

ITEM DESCRIPTION

If a consolidated shipment of several items in one container is forwarded, add to the above information "CONSOLIDATED SHIPMENT, CONTAINS ITEMS".

(b) The inscription "UNITED STATES OF AMERICA" shall be affixed in a suitable size indelible stencil, label or printed form on all external shipping containers or the exterior surface of uncrated items.

(c) All invoices, correspondence, reports and other documents shall be identified with the appropriate FMS case designator, requisition number(s), and item description(s).

(End of Text)

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SECTION E INSPECTION AND ACCEPTANCE

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

1.00 QASP - See attachment 11

1.10 In accordance with FAR 46.4, a QASP should be prepared in conjunction with the preparation of the SOW. The QASP is established to provide and enforce standards of quality for the requirement and it establishes acceptable quality levels for Level of Effort (LOE) indicators. The Contractor's effort will be judged according to these standards. The ratings from this QASP will become part of the annual Contractor Performance Assessment Reporting System (CPARS). The contractor may obtain more information regarding the CPARS process at <http://cpars.navy.mil>.

1.11 The QASP shall be applied across the requirement to all applicable services, data deliverables, deliverable products, packing and shipment of equipment and materials, and costs.

1.21 Scope and Authority.

1.21a The QASP is a Government-developed document used to establish systematic quality assurance surveillance methods to be used in the administration of this LOE service order. The intent is to ensure that the contractor performs in accordance with the objectives of this requirement and the Government receives the quality of services called for in the order.

1.22 Surveillance Process.

- a. Contract surveillance will involve evaluation criteria that measures performance, establishing both the standard of performance and Acceptable Quality Level (AQL). In general, the work will be evaluated in terms of how well the requirements of the contract are executed utilizing the Level of Effort (LOE) Requirements Summary Table.
- b. The primary surveillance staff will consist of the Contracting Officer, COR, and any TPOC's deemed appropriate.

HQ E-1-0001 INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

(End of Text)

HQ E-1-0007 INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES

Item(s) 4000 – 4004 - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

(End of Text)

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SECTION F DELIVERABLES OR PERFORMANCE

The periods of performance for the following Items are as follows:

4000	8/3/2013 - 8/2/2014
4001	8/3/2013 - 8/2/2014
4002	8/3/2013 - 8/2/2014
4003	8/3/2013 - 8/2/2014
4004	8/3/2013 - 8/2/2014
6000	8/3/2013 - 8/2/2014

CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following Items are as follows:

4000	8/3/2013 - 8/2/2014
4001	8/3/2013 - 8/2/2014
4002	8/3/2013 - 8/2/2014
4003	8/3/2013 - 8/2/2014
4004	8/3/2013 - 8/2/2014
6000	8/3/2013 - 8/2/2014

Services to be performed hereunder will be provided at (insert specific address and building etc.)

CLIN – DELIVERIES OR PERFORMANCE

The planned period of performance for each Task Order period is shown below. A final performance schedule will be incorporated at time of award.

CLINs	Period	Performance
4000 – 4010; 6000	Base Year	Date of Award (DOA) – 12 months after DOA

HQ F-2-0003 DATA DELIVERY LANGUAGE FOR SERVICES ONLY PROCUREMENTS

All data to be furnished under this contract shall be delivered prepaid to the destination(s) and at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

(End of Text)

ESTIMATED TRAVEL REQUIREMENTS

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Estimated Travel for paragraph 5.00 of the SOW

Travel Destinations	No. travelers	No. trips	No. days
Bangor, WA	1	1	5
Kings Bay, GA	1	1	5
Norfolk, VA	1	1	5
San Diego, CA	1	1	5
Norfolk, VA	1	3	5
San Diego, CA	1	3	5

Estimated Travel for paragraph 6.00 of the SOW

Travel Destinations	No. travelers	No. trips	No. days
Norfolk, VA	1	3	20
San Diego, CA	1	3	20
Yokosuka, Japan	1	1	22
Pearl Harbor, HI	1	1	20
Norfolk, VA	1	1	28
Norfolk, VA	1	6	5
San Diego, CA	1	6	5
San Diego, CA	1	1	20

Estimated Travel for paragraph 7.00 of the SOW

Travel Destinations	No. travelers	No. trips	No. days
Bangor, WA	1	1	5
China Lake, CA	1	2	3
Corona, CA	1	3	5
Corona, CA	1	2	5
Corona, CA	1	1	5
Corona, CA	1	1	5
Kings Bay, GA	1	1	5
Newport, RI	1	3	5
Norfolk, VA	1	2	15
Panama City, FL	1	4	4
Panama City, FL	1	2	15
Panama City, FL	1	3	4
Pax River, MD	1	1	4

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PMRF, Kauai, Hawaii	1	1	10
Rivera Beach, FL	1	4	4
Rivera Beach, FL	1	2	4
San Diego, CA	1	8	5
San Diego, CA	1	6	5
San Diego, CA	1	1	10
San Diego, CA	1	3	5
San Diego, CA	1	1	15
San Diego, CA (AT-SEA)	1	3	10
San Diego, CA (AT-SEA)	1	2	20
San Diego, CA (AT-SEA)	1	2	16
San Diego, CA (AT-SEA)	1	1	30

Estimated Travel for paragraph 8.00 of the SOW

Travel Destinations	No. travelers	No. trips	No. days
Alameda, CA	2	2	4
San Diego, CA	2	1	4
Charleston, SC	2	2	4
Corona, CA	2	3	8

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SECTION G CONTRACT ADMINISTRATION DATA

Contracting Officer Representative
 Gisela Aguilar, L31
 4363 Missile Way
 Port Hueneme, CA 93043
 gisela.aguilar@navy.mil
 805-228-0571

CLAUSES INCORPORATED BY REFERENCE

252.204-7006 Billing Instructions OCT 2005

HQ G-2-0002 CONTRACT ADMINISTRATION DATA

Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

JSL TECHNOLOGIES, INC.

2675 NORTH VENTURA RD., SUITE 102 PORT HUENEME CA 93041

(End of Text)

HQ G-2-0003 CONTRACTING OFFICER'S REPRESENTATIVE

CONTRACTING OFFICER'S
 REPRESENTATIVE:

ATTN: Gisela Aguilar
 PHD NSWC
 4363 MISSILE WAY
 PORT HUENEME, CA 93043-4307
 Telephone No. 805-228-0571
 Fax No. 805-228-7637
 Email Address: gisela.aguilar@navy.mil

The Contractor shall forward a copy of all invoices to the Contracting Officer's Representative.

(End of Text)

HQ G-2-0004 PURCHASING OFFICE REPRESENTATIVE

PURCHASING OFFICE
 REPRESENTATIVE:

CONTRACT SPECIALIST
 ATTN: JOHN KURTZ
 PHD NSWC
 4363 MISSILE WAY
 PORT HUENEME, CA 93043-4307

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Telephone No. 805-228-7019

Fax No. 805-228-6299

Email Address: JOHN.L.KURTZ@NAVY.MIL

CONTRACTING OFFICER:

ATTN: DAVID A. CROUCH

PHD NSWC

4363 MISSILE WAY

PORT HUENEME, CA 93043-4307

Telephone No. 805-228-8001

Fax No. 805-228-6299

Email Address:

DAVID.A.CROUCH@NAVY.MIL

(End of Text)

HQ G-2-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING ELECTRONIC INVOICING (NAVSEA) (SEP 2012)

(a) The Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the technical instruction (TI), sub line item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract/TO basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by TI, SLIN, or CLIN level. For other than firm fixed price subcontractors, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal.

Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.

(b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and CO on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and CO email notification as required herein.

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NAVSEA Enterprise Instructions for completing fill-ins for 252.232-7006 Wide Area Workflow Payment Instructions – Rev1 (April 23, 2013)

Paragraph (f) (1): [Document Type Selection](#). This paragraph describes the document type(s) the vendor will select when requesting delivery or performance related payments in WAWF for NAVSEA Enterprise awards. The below guidance is provided to help select the appropriate document type(s). Requests for financing payments are handled through appropriate clauses (i.e., 52.232-16, Progress Payments, 52.232-29, Terms for Financing of Purchases of Commercial Items, and 52.232-32, Performance Based Payments, etc.).

Note: For contracts/orders that include both cost-reimbursement and firm-fixed-price CLINs/SLINs, include a separate clause for each pricing type and annotate the CLINs/SLINs to which they apply. Example: 252.232-7006 Wide Area Workflow Payment Instructions (DATE) – Applicable to CLINs 0001 through 0005; 252.232-7006 Wide Area Workflow Payment Instructions (DATE) – Applicable to CLIN 0006.

Invoice Documents

--**Navy Shipbuilding Invoice—Fixed Price** – this invoice is used for fixed-price ship design and construction procurements with shipbuilding contractors where the work involves the design, construction, or nuclear repair/overhaul of ships and where the contracts are administered by a Supervisor of Shipbuilding (SUPSHIP).

-- **Invoice and Receiving Report (Combo)** – this is an invoice and receiving report (DD250) created at the same time. It is used for firm-fixed-price contracts/CLINs (or a mix of supplies and services) including those that include item unique identification (UID) in accordance with DFARS 211.274 and the clause at DFARS 252.211-7003.

--**Invoice (Stand-alone)*** – this stand-alone invoice is used for contracts that include both firm-fixed price supplies and firm-fixed-price services.

-- **Invoice as 2-in-1 (not to be used with Navy ERP pay DoDAACs)** – this invoice is used for firm-fixed-price (FFP) services contracts/CLINs (with no supply deliverables).

Voucher Documents

--**Cost Voucher** – this voucher is used for CPAF, CPFF, CPIF, Cost (No Fee), Cost-Sharing, Time-and-Material, and Labor-Hour contracts/CLINs. When used, one of these FAR payment clauses must be included in Section I of the award (52.216-7, 52.216-13, 52.216-14, and 52.232-7).

-- **Cost Voucher--Shipbuilding** – this voucher is used for cost type ship design and construction procurements with shipbuilding companies where the work involves the design, construction, or nuclear repair/overhaul of ships and where the contracts are administered by a Supervisor of Shipbuilding (SUPSHIP).

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-- **Grant Voucher** (this is the electronic version of SF270) – this voucher is used for grants and cooperative agreements. **Reminder:** If you are awarding a grant or cooperative agreement, it must also be posted on EDA and reported to the DoD Grants and Assistance database at <http://siadapp.dmdc.osd.mil/grants.htm>.

Receiving Report Documents

Receiving Report (Stand-alone)* - this stand-alone receiving report is used for firm-fixed- price supply contracts that only require a DD250.

*These stand-alone documents are not recommended because they both **MUST** be in WAWF at the same time and having matching invoice number/shipment number information referenced in the associated document in order for payment to occur. For this reason, it is more beneficial to have the vendor submit an Invoice and Receiving Report Combo.

Paragraph (f) (2): [Inspection and Acceptance Location](#). The guidance below is provided to facilitate selection of the appropriate inspection and acceptance location for the type of material-related document (Combo or PR stand-alone) selected in paragraph (f) (1).

-The acceptance point is where the Government takes ownership of the goods from the vendor; the inspection point is where the Government will inspect the goods.

-For document types: ‘Invoice and Receiving Report Combo’, and ‘Invoice (stand-alone) and Receiving Report (stand-alone)’, insert the appropriate inspection location and acceptance locations in this format—

Inspection Location: (enter either “Source,” “Destination,” or “Other”)

Acceptance Location: (enter either “Source,” “Destination,” or “Other”)

-**Source:** At the vendor facility.

-**Destination:** Where the goods are being shipped.

-**Other:** Any other point aside from origin or destination. Acceptance at ‘Other’ permits acceptance of destination documents at a location other than the “Ship To”. The goods will be shipped to one location, and the paperwork will be routed to another location for the actual acceptance. The vendor must enter both the “Ship To” location code as well as where the goods are going to be accepted (labeled “Acceptance at Other DoDAAC” in WAWF).

Notes:

-Valid combinations of inspection and acceptance include:

--Source/Source: The same person will inspect and accept at the source.

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--Source/Destination: One person will inspect at the source; another person will accept at the destination.

--Source/Other: One person will inspect at the source; another person will accept at the 'other' location.

--Destination/Destination: The same person will inspect and accept at the destination.

--Destination/Other: One person will inspect at the destination and another person will accept at the 'other' location.

--Other/Other: The same person will inspect and accept at the 'other' location.

-For all other document types; enter 'Not Applicable' in paragraph (f) (2).

Paragraph (f) (3): Document Routing. This routing data will be used by the vendor to route the invoice/voucher in WAWF; the table must be completed at time of award.

Routing Data Table

Notes:

1. WAWF interfaces with EDA to: pre-populate certain information; and validate CCR (now SAM) for CAGE data; and DAASINQ for the DoDAAC information.
2. When inspector, acceptor and local processing offices apply, contact your local site WAWF point of contact to ensure that these offices are properly role mapped and activated in WAWF.
3. For all other DoDAACs to be entered, validate using <https://www.daas.dla.mil/daasing>.

Field Name in WAWF	Data to be entered in WAWF	Applicable Document Types
Pay Official DoDAAC	HQ0339	All
Issue By DoDAAC	N63394	All
Admin DoDAAC	S0512A	All

Field Name in WAWF	Data to be entered in WAWF	Applicable Document Types
Inspect By DoDAAC	DESTINATION	RR/Combo (Optional)
Ship To Code	N63394	RR/Combo

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Ship From Code	SOURCE	RR/Combo (Optional)
Mark For Code	N63394	RR/Combo (Optional)
Service Approver (DoDAAC)	N63394	Cost Voucher/Cost Voucher--Shipbuilding
Service Acceptor (DoDAAC)	N63394	Invoice 2-n-1 (Non-NERP)
Accept at Other DoDAAC	DESTINATION	RR/Combo (Optional)

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>	<i>Applicable Document Types</i>
LPO DoDAAC	N/A	All document types where the Pay Office DoDAAC is DFAS One Pay: N68732, HQ0251
DCAA Auditor DoDAAC	TBD	Cost Voucher, Cost Voucher--Shipbuilding
Other DoDAAC(s)	N/A	

Paragraph (f) (5): [WAWF Email Notifications](#). GISELA.AGUILAR@NAVY.MIL

Paragraph (g) (1): [WAWF Point of Contact](#).

-Margaret Morgan at (202) 781-4815 or margaret.morgan@navy.mil; or

-Karen Dawley at (805) 228-0921 or karen.dawley@navy.mil.

SPECIAL PAYMENT INSTRUCTIONS

In accordance with (DFARS) PGI 204.7108 "Other"(d) (12) INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS, the following payment instructions apply to this contract:

a) This requirement includes support for multiple programs with independent budgets and

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funding lines. These funding lines are NOT interchangeable and it is critical that the Paying Office pay in accordance with the ACRNs and SLINs noted on the contractor's invoices. To do otherwise could result in a misappropriation of funds.

(b) The Payment Office shall ensure that each payment under this contract is made in accordance with the specific accounting classification reference numbers (ACRNs) and SubCLIN (SLIN) numbers shown on each individual invoice, including attached data.

Accounting Data

SLINID	PR Number	Amount
400301	1300371472	22000.00

LLA :
AA 97X4930 NH1K 252 77777 0 050120 2F 000000 A00001856814
APPN=OPN, FED=113013, WCD=113013

BASE Funding 22000.00
Cumulative Funding 22000.00

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SECTION H SPECIAL CONTRACT REQUIREMENTS

SPECIAL REQUIREMENTS

See Section J, Attachment 10

5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 70, 658 total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that (Offeror to fill-in) man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (j) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately 1,359 hours per week. It is understood and agreed that the rate of manhours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to

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accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows: $\text{Fee Reduction} = \text{Fee} (\text{Required LOE} - \text{Expended LOE}) / \text{Required LOE}$ or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man-hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes

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unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(k) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man-hours up to five percent in excess of the total man-hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

(End of Text)

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

(a) DEPARTMENT - means the Department of the Navy.

(b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) – All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

(End of Text)

5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below.

As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

ESTIMATED

ITEM(S)	ALLOTED TO COST	ALLOTED TO FEE	POP
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4000	TBD	TBD	TBD
4001	TBD	TBD	TBD
4002	TBD	TBD	TBD
4003	(b) (4)	(b) (4)	11/30/2013
4004	TBD	TBD	TBD

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

(End of Text)

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

(End of Text)

5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following: (1) Directions to the Contractor which

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suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work. (2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

(End of Text)

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SECTION I CONTRACT CLAUSES

The following Clauses are incorporated by reference

52.204-7	Central Contractor Registration	DEC 2012
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	FEB 2012
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	MAY 2012
52.210-1	Market Research	APR 2011
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice of Assistance Regarding Patent and Copyright Infringement.	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.227-11	Patent Rights – Retention by Contractor	DEC 2007
52.227-14	Rights in Data – General	DEC 2007
52.227-16	Additional Data Requirements	JUN 1987
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2007
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7000	Disclosure of Information	DEC 1991
252.204-0002	Line Item Specific: Sequential ACRN Order	SEP 2009
252.204-7006	Billing Instructions	OCT 2005
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009

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252.209-7002	Disclosure of Ownership or Control by a Foreign Government	JUL 2010
252.211-7006	Passive Radio Frequency Identification	SEP 2011
252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials	APR 2012
252.223-7008	Prohibition of Hexavalent Chromium	MAY 2011
252.225-7043	Antiterrorism/Force Protection for Defense Contractors Outside the United States	MAR 2006
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JAN 2011
252.227-7019	Validation of Asserted Restrictions – Computer Software	SEP 2011
252.227-7025	Limitation on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends	MAR 2011
225.227-7026	Deferred Delivery of Technical Data or Computer Software	APR 1988
225.227-7027	Deferred Ordering of Technical Data or Computer Software	APR 1988
225.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
225.227-7030	Technical Data – Withholding Payment	MAR 2000
225.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2012
225.227-7038	Patent Rights – Ownership by the Contractor	JUN 2012
252.227-7039	Patents – Reporting of Subject Inventions	APR1990
252.232-7006	Wide Area WorkFlow Payment Instructions	JUN 2012
252.244-7001	Contractor Purchasing System Administration	JUN 2012

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252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	APR 2012
252.246-7000	Material Inspection and Receiving Report	MAR 2008
252.246-7001	Warranty of Data	DEC 1991
252.247-7027	Riding Gang Member Requirements	OCT 2011

CLAUSES INCORPORATED BY FULL TEXT

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments--

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for--

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

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(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class	Monetary Wage -- Fringe Benefits
GS – 5/ACCOUNTING CLERK IV	\$16.71 – \$25.07/Hour
GS – 4/GENERAL CLERK IV	\$14.94 – \$22.41/Hour
GS – 12/COMPUTER SYSTEMS ANALYST III	\$36.72 - \$41.84/Hour
GS – 11/ENGINEERING TECHNICIAN VI	\$30.64 - \$41.84/Hour

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WG – 10/WELDER, COMBINATION,
MAINTENANCE

\$24.87 - \$28.97

STATEMENT OF CORRELATION – DOL WAGE CATEGORIES

The above represents the Government correlation of RFP labor categories to the Department of Labor (DoL) Wage Categories. This correlation is provided to assist offerors in preparing realistic price proposal and to assist offerors in complying with the Service Contract Act (SCA). Offerors who fail to propose in accordance with this clause may risk rejection or the cost proposal will be adjusted for cost realism. Offerors are reminded that compliance with the SCA and DoL Wage Determination is mandatory and any evidence of noncompliance will be forwarded to the DoL.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/vffara.htm>

<http://farsite.hill.af.mil/vfdfara.htm>

<http://farsite.hill.af.mil/vfnapsa.htm>

(End of clause)

252.204-7008 EXPORT-CONTROLLED ITEMS (APR 2010)

(a) Definition. Export-controlled items, as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR parts 120-130). The term includes:

(1) Defense items, defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR part 120.

(2) Items, defined in the EAR as "commodities, software, and technology," terms that are also defined in the EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for Contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with

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the EAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds to, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to--

(1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);

(2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);

(3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);

(4) The Export Administration Regulations (15 CFR parts 730-774);

(5) The International Traffic in Arms Regulations (22 CFR parts 120-130); and

(6) Executive Order 13222, as extended.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

(End of clause)

252.211-7003 ITEM IDENTIFICATION AND VALUATION (JUN 2011)

(a) Definitions. As used in this clause'

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification

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equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
- (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and
- (3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise (e.g., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.nen.nl/web/Normen-ontwikkelen/ISOIEC-15459-Issuing-Agency-Codes.htm>.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

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Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) All delivered items for which the Government's unit acquisition cost is \$5,000 or more.

(ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

Contract line, subline, or exhibit line

item No.	Item description
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(iii) Subassemblies, components, and parts embedded within delivered items as specified in

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Attachment Number ----.

(2) The unique item identifier and the component data elements of the DoD unique item identification shall not change over the life of the item.

(3) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology--Transfer Syntax for High Capacity Automatic Data Capture Media.

(4) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code--

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(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.
- (11) Unit of measure.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**

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(8) Current part number (optional and only if not the same as the original part number).**

(9) Current part number effective date (optional and only if current part number is used).**

(10) Serial number (if concatenated unique item identifier is used).**

(11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html.

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which unique item identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s).

(End of clause)

252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS. (FEB 2012)

(a) Definitions. As used in this clause--

(1) Computer data base means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

(2) Computer program means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) Computer software means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) Computer software documentation means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) Covered Government support contractor means a contractor under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor--

(i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

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(ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(6) Detailed manufacturing or process data means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

(7) Developed means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed," the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

(8) Developed exclusively at private expense means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(9) Developed exclusively with government funds means development was not accomplished exclusively or partially at private expense.

(10) Developed with mixed funding means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(11) Form, fit, and function data means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(12) Government purpose means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the

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rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

(13) Government purpose rights means the rights to--

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and

(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

(14) Limited rights means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release, or disclose such data or authorize the use or reproduction of the data by persons outside the Government if--

(i) The reproduction, release, disclosure, or use is--

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to--

(1) A covered Government support contractor, for use, modification, reproduction, performance, display, or release or disclosure to authorized person(s) in performance of a Government contract; or

(2) A foreign government, of technical data other than detailed manufacturing or process data, when use of such data by the foreign government is in the interest of the Government and is required for evaluational or informational purposes;

(ii) The recipient of the technical data is subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(iii) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

(15) Technical data means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(16) Unlimited rights means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

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(b) Rights in technical data. The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):

(1) Unlimited rights.

The Government shall have unlimited rights in technical data that are--

(i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

(iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;

(iv) Form, fit, and function data;

(v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(vi) Corrections or changes to technical data furnished to the Contractor by the Government;

(vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or

(ix) Data furnished to the Government, under this or any other Government contract or subcontract thereunder, with--

(A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.

(2) Government purpose rights.

(i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data--

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(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause; or

(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in paragraph (b)(2)(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.

(iii) The Government shall not release or disclose technical data in which it has government purpose rights unless-

(A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS); or

(B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (f)(2) of this clause.

(3) Limited rights.

(i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data--

(A) Pertaining to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (f) of this clause; or

(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government

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desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data.

(iv) The Contractor acknowledges that--

(A) Limited rights data is authorized to be released or disclosed to covered Government support contractors;

(B) The Contractor will be notified of such release or disclosure;

(C) The Contractor (or the party asserting restrictions as identified in the limited rights legend) may require each such covered Government support contractor to enter into a non-disclosure agreement directly with the Contractor (or the party asserting restrictions) regarding the covered Government support contractor's use of such data, or alternatively, that the Contractor (or party asserting restrictions) may waive in writing the requirement for a non-disclosure agreement;

(D) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the limited rights data as set forth in the clause at 252.227-7025, and shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement; and

(E) The Contractor shall provide a copy of any such non-disclosure agreement or waiver to the Contracting Officer, upon request.

(4) Specifically negotiated license rights.

The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(14) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights.

Technical data that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless--

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

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(6) Release from liability.

The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(14) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

(c) Contractor rights in technical data. All rights not granted to the Government are retained by the Contractor.

(d) Third party copyrighted data. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(e) Identification and delivery of data to be furnished with restrictions on use, release, or disclosure. (1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, technical data that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor: Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted--

Technical Data to be Furnished With Restrictions*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
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(LIST)	(LIST)	(LIST)	(LIST)

\1/ If the assertion is applicable to items, components or processes developed at private expense, identify both the data and each such items, component, or process.

\2/ Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

\3/ Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

\4/ Corporation, individual, or other person, as appropriate.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Restrictive Markings on Technical Data clause of this contract.

(f) Marking requirements. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered under this contract by marking the deliverable data subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the limited rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container

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and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Data delivered or otherwise furnished to the Government purpose rights shall be marked as follows:

Government Purpose Rights

Contract No. _____

Contractor Name

Contractor Address _____

Expiration Date _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Limited rights markings. Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

Limited Rights

Contract No. _____

Contractor Name

Contractor Address _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or

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portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(4) Special license rights markings. (i) Data in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

Special License Rights

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. _____ (Insert contract number) _____, License No. _____ (Insert license identifier) _____. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Pre-existing data markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data with the appropriate restrictive legend for which the data qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) Contractor procedures and records. Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver technical data with other than unlimited rights, shall--

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data delivered under this contract.

(h) Removal of unjustified and nonconforming markings. (1) Unjustified technical data markings. The rights and obligations of the parties regarding the validation of restrictive markings on technical data furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Restrictive Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified.

(2) Nonconforming technical data markings. A nonconforming marking is a marking placed on

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technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(i) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) Limitation on charges for rights in technical data. (1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data to be delivered under this contract when--

(i) The Government has acquired, by any means, the same or greater rights in the data; or

(ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause--

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.

(k) Applicability to subcontractors or suppliers. (1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.

(2) Whenever any technical data for noncommercial items, or for commercial items developed in any part at Government expense, is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. This clause will govern the technical data pertaining to noncommercial items or to any portion of a commercial item that was developed in any part at Government expense, and the clause at 252.227-7015 will govern the technical data pertaining to any portion of a commercial item that was developed exclusively at private expense. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a

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requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers. (5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligations to the Government.

(End of clause)

252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION. (FEB 2012)

(a) Definitions. As used in this clause--

(1) Commercial computer software means software developed or regularly used for nongovernmental purposes which--

(i) Has been sold, leased, or licensed to the public;

(ii) Has been offered for sale, lease, or license to the public;

(iii) Has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this contract; or

(iv) Satisfies a criterion expressed in paragraph (a)(1) (i), (ii), or (iii) of this clause and would require only minor modification to meet the requirements of this contract.

(2) Computer database means a collection of recorded data in a form capable of being processed by a computer. The term does not include computer software.

(3) Computer program means a set of instructions, rules, or routines, recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(4) Computer software means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer databases or computer software documentation.

(5) Computer software documentation means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(6) Covered Government support contractor means a contractor under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or

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effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor--

(i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

(ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(7) Developed means that--

(i) A computer program has been successfully operated in a computer and tested to the extent sufficient to demonstrate to reasonable persons skilled in the art that the program can reasonably be expected to perform its intended purpose;

(ii) Computer software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its intended purpose; or

(iii) Computer software documentation required to be delivered under a contract has been written, in any medium, in sufficient detail to comply with requirements under that contract.

(8) Developed exclusively at private expense means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(9) Developed exclusively with government funds means development was not accomplished exclusively or partially at private expense.

(10) Developed with mixed funding means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(11) Government purpose means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation for commercial purposes or authorize others to do so.

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(12) Government purpose rights means the rights to--

(i) Use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation within the Government without restriction; and

(ii) Release or disclose computer software or computer software documentation outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose the software or documentation for United States government purposes.

(13) Minor modification means a modification that does not significantly alter the nongovernmental function or purpose of the software or is of the type customarily provided in the commercial marketplace.

(14) Noncommercial computer software means software that does not qualify as commercial computer software under paragraph (a)(1) of this clause.

(15) Restricted rights apply only to noncommercial computer software and mean the Government's rights to--

(i) Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by this contract;

(ii) Transfer a computer program to another Government agency without the further permission of the Contractor if the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this clause;

(iii) Make the minimum number of copies of the computer software required for safekeeping (archive), backup, or modification purposes;

(iv) Modify computer software provided that the Government may--

(A) Use the modified software only as provided in paragraphs (a)(15)(i) and (iii) of this clause; and

(B) Not release or disclose the modified software except as provided in paragraphs (a)(15)(ii), (v), (vi), and (vii) of this clause;

(v) Permit contractors or subcontractors performing service contracts (see 37.101 of the Federal Acquisition Regulation) in support of this or a related contract to use computer software to diagnose and correct deficiencies in a computer program, to modify computer software to enable a computer program to be combined with, adapted to, or merged with other computer programs or when necessary to respond to urgent tactical situations, provided that--

(A) The Government notifies the party which has granted restricted rights that a release or disclosure to particular contractors or subcontractors was made;

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(B) Such contractors or subcontractors are subject to the use and non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS) or are Government contractors receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(C) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(D) Such use is subject to the limitation in paragraph (a)(15)(i) of this clause;

(vi) Permit contractors or subcontractors performing emergency repairs or overhaul of items or components of items procured under this or a related contract to use the computer software when necessary to perform the repairs or overhaul, or to modify the computer software to reflect the repairs or overhaul made, provided that--

(A) The intended recipient is subject to the use and nondisclosure agreement at DFARS 227.7103-7 or is a Government contractor receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends; and

(B) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(vii) Permit covered Government support contractors to use, modify, reproduce, perform, display, or release or disclose the computer software to authorized person(s) in the performance of Government contracts that contain the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(16) Unlimited rights means rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation in whole or in part, in any manner and for any purpose whatsoever, and to have or authorize others to do so.

(b) Rights in computer software or computer software documentation. The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in noncommercial computer software or computer software documentation. All rights not granted to the Government are retained by the Contractor.

(1) Unlimited rights. The Government shall have unlimited rights in--

(i) Computer software developed exclusively with Government funds;

(ii) Computer software documentation required to be delivered under this contract;

(iii) Corrections or changes to computer software or computer software documentation furnished to the Contractor by the Government;

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(iv) Computer software or computer software documentation that is otherwise publicly available or has been released or disclosed by the Contractor or subcontractor without restriction on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the software to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(v) Computer software or computer software documentation obtained with unlimited rights under another Government contract or as a result of negotiations; or

(vi) Computer software or computer software documentation furnished to the Government, under this or any other Government contract or subcontract thereunder with--

(A) Restricted rights in computer software, limited rights in technical data, or government purpose license rights and the restrictive conditions have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such software or documentation for commercial purposes has expired.

(2) Government purpose rights. (i) Except as provided in paragraph (b)(1) of this clause, the Government shall have government purpose rights in computer software development with mixed funding.

(ii) Government purpose rights shall remain in effect for a period of five years unless a different period has been negotiated. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the computer software or computer software documentation. The government purpose rights period shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the computer software.

(iii) The Government shall not release or disclose computer software in which it has government purpose rights to any other person unless--

(A) Prior to release or disclosure, the intended recipient is subject to the use and non-disclosure agreement at DFARS 227.7103-7; or

(B) The recipient is a Government contractor receiving access to the software or documentation for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends.

(3) Restricted rights. (i) The Government shall have restricted rights in noncommercial computer software required to be delivered or otherwise provided to the Government under this contract that were developed exclusively at private expense.

(ii) The Contractor, its subcontractors, or suppliers are not required to provide the Government additional rights in noncommercial computer software delivered or otherwise provided to the Government with restricted rights. However, if the Government desires to obtain additional

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rights in such software, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All noncommercial computer software in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract (see paragraph (b)(4) of this clause). The license shall enumerate the additional rights granted the Government.

(iii) The Contractor acknowledges that--

(A) Restricted rights computer software is authorized to be released or disclosed to covered Government support contractors;

(B) The Contractor will be notified of such release or disclosure;

(C) The Contractor (or the party asserting restrictions, as identified in the restricted rights legend) may require each such covered Government support contractor to enter into a non-disclosure agreement directly with the Contractor (or the party asserting restrictions) regarding the covered Government support contractor's use of such software, or alternatively, that the Contractor (or party asserting restrictions) may waive in writing the requirement for a non-disclosure agreement;

(D) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the restricted rights software as set forth in the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends, and shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement; and

(E) The Contractor shall provide a copy of any such non-disclosure agreement or waiver to the Contracting Officer, upon request.

(4) Specifically negotiated license rights. (i) The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in computer software, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights in computer software than are enumerated in paragraph (a)(15) of this clause or lesser rights in computer software documentation than are enumerated in paragraph (a)(14) of the Rights in Technical Data--Noncommercial Items clause of this contract

(ii) Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights. Computer software or computer software documentation that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless--

(i) The parties have agreed otherwise; or

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(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability. The Contractor agrees to release the Government from liability for any release or disclosure of computer software made in accordance with paragraph (a)(15) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the software, and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor software marked with restrictive legends.

(c) Rights in derivative computer software or computer software documentation. The Government shall retain its rights in the unchanged portions of any computer software or computer software documentation delivered under this contract that the Contractor uses to prepare, or includes in, derivative computer software or computer software documentation.

(d) Third party copyrighted computer software or computer software documentation. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted computer software or computer software documentation in the software or documentation to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable software or documentation of the appropriate scope set forth in paragraph (b) of this clause, and prior to delivery of such--

(1) Computer software, has provided a statement of the license rights obtained in a form acceptable to the Contracting Officer; or

(2) Computer software documentation, has affixed to the transmittal document a statement of the license rights obtained.

(e) Identification and delivery of computer software and computer software documentation to be furnished with restrictions on use, release, or disclosure. (1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, computer software that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure is identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any software with restrictive markings unless the software is listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled data for delivery of the software, in the following format, and signed by an official authorized to contractually obligate the Contractor: Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Computer Software.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to

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use, release, or disclose the following computer software should be restricted:

Computer Software to be Furnished with Restrictions*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
(LIST)	(LIST)	(LIST)	(LIST)

* Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose computer software.

** Indicate whether development was exclusively or partially at private expense. If development was not a private expense, enter the specific reason for asserting that the Government's rights should be restricted.

*** Enter asserted rights category (e.g., restricted or government purpose rights in computer software, government purpose license rights a prior contract, rights in SBIR software generated under another contract, or specifically negotiated licenses).

**** Corporation, individual, or other person, as appropriate.

Date

Printed Name and Title

Signature

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Asserted Restrictions--Computer Software clause of this contract.

(f) Marking requirements. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose computer software by marking the deliverable software or documentation subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract; the government purpose rights legend at paragraph (f)(2) of this clause; the restricted rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all computer software that qualify for such markings. The authorized legends shall be placed on the transmitted document or software storage container and each page, or portions thereof, of printed material containing computer software for which restrictions are asserted. Computer software transmitted directly from one

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computer or computer terminal to another shall contain a notice of asserted restrictions. However, instructions that interfere with or delay the operation of computer software in order to display a restrictive rights legend or other license statement at any time prior to or during use of the computer software, or otherwise cause such interference or delay, shall not be inserted in software that will or might be used in combat or situations that simulate combat conditions, unless the Contracting Officer's written permission to deliver such software has been obtained prior to delivery. Reproductions of computer software or any portions thereof subject to asserted restrictions, shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Computer software delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

GOVERNMENT PURPOSE RIGHTS

Contract No.

Contractor Name

Contractor Address

Expiration Date

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(2) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of the software or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Restricted rights markings. Software delivered or otherwise furnished to the Government with restricted rights shall be marked with the following legend:

RESTRICTED RIGHTS

Contract No.

Contractor Name

Contractor Address

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(3) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. Any reproduction of computer software or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such software must promptly notify the above named Contractor.

(End of legend)

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(4) Special license rights markings. (i) Computer software or computer documentation in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by Contract No. (Insert contract number), License No. (Insert license identifier) Any reproduction of computer software, computer software documentation, or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Pre-existing markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, release, perform, display, or disclose computer software or computer software documentation and those restrictions are still applicable, the Contractor may mark such software or documentation with the appropriate restrictive legend for which the software qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) Contractor procedures and records. Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver computer software or computer software documentation with other than unlimited rights, shall--

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on computer software or computer software documentation delivered under this contract.

(h) Removal of unjustified and nonconforming markings. (1) Unjustified computer software or computer software documentation markings. The rights and obligations of the parties regarding the validation of restrictive markings on computer software or computer software documentation furnished or to be furnished under this contract are contained in the Validation of Asserted Restrictions--Computer Software and the Validation of Restrictive Markings on Technical Data clauses of this contract, respectively. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures of those clauses, a restrictive marking is determined to be unjustified.

(2) Nonconforming computer software or computer software documentation markings. A nonconforming marking is a marking placed on computer software or computer software documentation delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to

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the Validation of Asserted Restrictions--Computer Software or the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking or markings and the Contractor fails to remove or correct such markings within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming markings.

(i) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) Limitation on charges for rights in computer software or computer software documentation.

(1) The Contractor shall not charge to this contract any cost, including but not limited to license fees, royalties, or similar charges, for rights in computer software or computer software documentation to be delivered under this contract when--

(i) The Government has acquired, by any means, the same or greater rights in the software or documentation; or

(ii) The software or documentation are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause--

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier computer software or computer software documentation, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the software or documentation will be delivered.

(k) Applicability to subcontractors or suppliers. (1) Whenever any noncommercial computer software or computer software documentation is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in its subcontracts or other contractual instruments, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher tier subcontractor's or supplier's rights in a subcontractor's or supplier's computer software or computer software documentation.

(2) The Contractor and higher tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in computer software or computer software documentation from their subcontractors or suppliers.

(3) The Contractor shall ensure that subcontractor or supplier rights are recognized and protected in the identification, assertion, and delivery processes required by paragraph (e) of this clause.

(4) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in computer software or computer software documentation as an excuse for failing

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to satisfy its contractual obligation to the Government.

(End of clause)

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SECTION J LIST OF ATTACHMENTS

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SCA_Catagories

GS_Payscale

Cost_Summary_Format

Supporting_Cost_Data

DCAA_Rate_Check

Tripwire_Memorandum

NDA

CDRLs

DIDs

Past_Performance_Questionnaires

Special_Requirements